



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

July 1, 2014

CONTRACT TITLE: CALL MANAGEMENT SYSTEM SOFTWARE MAINTENANCE

CURRENT CONTRACT PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015

BUYER INFORMATION: Name: Earl Pettit
Phone: (573) 751-5430
Email address: earl.pettit@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	July 1, 2004 through June 30, 2005	06/30/2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C002021001	5222542020 2	PERIMETER TECHNOLOGY Support Line: 800-645-1650 or 603-645-1616 option # 2 Contact: Shawn Arel Phone: (603) 296-1424 Email: shawn.arel@qpcna.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
07/01/14-06/30/15	7/1/14	Renewed contract. Pricing remains the same as during the previous contract period.
07/01/13-06/30/14	7/1/13	Renewed contract. Pricing remains the same as during the previous contract period.
07/01/12-06/30/13	7/1/12	Renewed contract. Pricing remains the same as during the previous contract period.
07/01/11-06/30/12	2/21/12	Updated Support Line phone numbers.
07/01/11-06/30/12	2/17/12	Updated vendor contact information.
07/01/11-06/30/12	7/27/11	Renewed contract. Pricing remains the same as during the previous contract period.
07/01/10-06/30/11	7/01/10	Renewed contract. Pricing remains the same as during the previous contract period.
07/01/09-06/30/10	10/23/09	Renewed contract & added five (5) additional one-year renewal option periods. Added DHSS to pricing pages.
07/01/08-06/30/09	07/17/08	Exercised 4 th renewal option.
07/01/07-06/30/08	03/18/08	Change of Buyer from Allison Todd to Earl Pettit
07/01/07-06/30/08	09/24/07	Change of Buyer from Andy Doran to Allison Todd
07/01/07-06/30/08	7/5/07	Reference renewal of contract. Pricing remains the same.
07/01/06-06/30/07	06/01/06	Reference renewal of contract. Pricing remains the same.
07/01/05-06/30/06	08/31/05	Reference renewal of contract.
07/01/04-06/30/05	09/15/04	Amended to add line items for Dpmt of Labor & Industrial Relations (DOLIR)
07/01/04-06/30/05	06/23/04	Initial issuance of new statewide contract. Previously, this contract C002021001 was for the Department of Revenue, the Missouri Lottery Commission and the Department of Social Services, but is now a statewide contract allowing any state agency to utilize the contract.

SAM II INFORMATION (refer to PCTX table in SAM II)

CONTRACT NUMBER	LINE ITEM	C/S CODE	DESCRIPTION
C002021001	001	20899	Maintenance: Department of Social Services (DSS) Department of Labor & Industrial Relations (DOLIR) Missouri Lottery Department of Revenue (DOR) Any Missouri state agency that needs maintenance on Perimeter Software & Equipment *NOTE: 13 months maintenance included in new licenses

GENERAL CONTRACT INFORMATION

1. **Purpose:** This document describes the statewide contract that was established for the acquisition and maintenance of Call Management System Software in accordance with the requirements and provisions stated therein.
 - a. The resulting contract shall be construed as a non-exclusive agreement. The State of Missouri does not guarantee any usage of the contract whatsoever and any state agency of the State of Missouri may participate in the contract. The contract does not require mandatory participation by any state agency.
2. **Renewal Options:** The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications, including all prices, of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
3. **Price:** The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
4. **Payments:** The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP (please refer to the State of Missouri Terms and Conditions Request for Proposal Section 10 entitled INVOICING AND PAYMENT, which is located within the last six pages of this document.).
5. **Invoicing:** The contractor shall submit a monthly itemized invoice for services provided to each separate state agency for which the contractor is providing service. Each state agency shall be responsible for identifying the specific invoice to address at the time the subscription is requested.
 - a. At the time of issuing a Purchase Order (PO) to the contractor, the state agency shall identify its usage according to the pricing structure described in Amendment #010 of contract C002021001.
 - b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - c. The contractor shall agree and understand that a state agency reserves the right to cancel their maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.
7. **Cooperative Procurement Program:** Contractors have indicated agreement with participation in the Cooperative Procurement Program. The contractors shall provide Call Management System Software and Maintenance as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/c000-099/0670360.htm>).
7. **Governing Law:** The contract shall be construed according to the laws of the State of Missouri. NOTE: the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law, shall not govern any aspect of this contract or any license granted hereunder.

8. **Entire Agreement:** A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) any clarifications, and (4) Division of Purchasing and Materials Management (DPMM)'s acceptance of the proposal by "notice of award" or by "purchase order."
 - a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Other:

1. Single Point of Contact: The contractor shall function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.
2. Travel Expenses: If services are requested to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.oa.state.mo.us/acct/trvreg/trvreg.htm>) and travel rules (www.oa.state.mo.us/acct/trvreg/index1.htm). The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site, www.policyworks.gov. At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

C002021001 - PERIMETER ACQUISITION CORP d.b.a PERIMETER TECHNOLOGY**PRICING INFORMATION****CONTRACT PERIOD: JULY 1, 2008 THROUGH JUNE 30, 2009**

DESCRIPTION	QTY	UNIT OF MEASURE	RENEWAL PRICE
<u>Department of Social Services</u> MAINTENANCE VU-ACD/100, HOST, 50 AGENT license	1	TOTAL FOR YEAR	\$ 324.15 (\$216.10 per user per month)
<u>Department of Social Services</u> MAINTENANCE VU-ACD/100 for Windows RT Software V2.1.2 license – QTY 8 licenses	1	TOTAL FOR YEAR	\$ 414.00 (\$276.00 per user per month)
<u>Office of the Secretary of State</u> MAINTENANCE VU-ACD/100, E.W.P, MONTHLY, 50 AGENT	1	TOTAL FOR YEAR	\$2,593.20 (\$216.10 per user, per month)
<u>Office of the Secretary of State</u> MAINTENANCE VU-ACD for Windows RT, E.W.P., Monthly <u>12201-05</u>	1	TOTAL FOR YEAR	\$1,320.00 (\$34.50 per user, per month)
<u>Office of the Secretary of State</u> MAINTENANCE STAT-VU 50 USER, E.WP., Monthly PN: 12206-03	1	TOTAL FOR YEAR	\$1,320.00 (\$110.00 per user, per month)

NOTE: Acquisitions of Perimeter equipment and software made on contract C205060001 shall utilize this statewide contract C002021001 for maintenance support.

***13 months maintenance included in all new licenses**